

**Certificate of Notice Page 1 of 3**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Frank E. Mahoney  
 Debtor

Case No. 16-14519-mdc  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: Stacey  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 5

Date Rcvd: Jun 21, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 23, 2017.

db +Frank E. Mahoney, 100 Verona Road, Broomall, PA 19008-1426  
 cr American Express Bank FSB, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 smg E-mail/Text: bankruptcy@phila.gov Jun 22 2017 00:58:18 City of Philadelphia,  
 City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,  
 Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Jun 22 2017 00:57:59  
 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,  
 Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Jun 22 2017 00:58:13 U.S. Attorney Office,  
 c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404  
 TOTAL: 3

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 23, 2017

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 21, 2017 at the address(es) listed below:

DENISE ELIZABETH CARLON on behalf of Creditor Pingora Loan Servicing, LLC  
 bkgroup@kmlawgroup.com  
 DENISE ELIZABETH CARLON on behalf of Creditor JPMORGAN CHASE BANK, N.A.  
 bkgroup@kmlawgroup.com  
 JACQUELINE M. CHANDLER on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com,  
 philaecf@gmail.com  
 JOSHUA ISAAC GOLDMAN on behalf of Creditor Pingora Loan Servicing, LLC  
 bkgroup@kmlawgroup.com, bkgroup@kmlawgroup.com  
 MAGGIE S SOBOLESKI on behalf of Debtor Frank E. Mahoney msoboles@yahoo.com  
 MATTEO SAMUEL WEINER on behalf of Creditor Pingora Loan Servicing, LLC bkgroup@kmlawgroup.com  
 THOMAS I. PULEO on behalf of Creditor JPMORGAN CHASE BANK, N.A. tpuleo@kmlawgroup.com,  
 bkgroup@kmlawgroup.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 9

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<p>In Re: Frank E. Mahoney</p> <p style="text-align: right;"><u>Debtor</u></p> <p>Pingora Loan Servicing, LLC</p> <p style="text-align: right;"><u>Movant</u></p> <p style="text-align: center;">vs.</p> <p>Frank E. Mahoney</p> <p style="text-align: right;"><u>Debtor</u></p> <p>William C. Miller</p> <p style="text-align: right;"><u>Trustee</u></p>	<p>CHAPTER 13</p>       <p>NO. 16-14519 MDC</p>       <p>11 U.S.C. Section 362</p>
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**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$16,750.75** which breaks down as follows;

Post-Petition Payments:	September 1, 2016 through May 1, 2017 at \$1,747.25/month
Suspense:	\$5.50
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$16,750.75</b>

2. The Debtor shall cure the aforesaid arrearages in the following manner:

a). Within seven (7) days of the Court Order granting and/or approving of this Stipulation, Debtor shall file an Amended Chapter 13 Plan that provides for monthly plan payments from the Trustee to Movant to cure the post-petition arrearage of **\$16,250.75**, together with the pre-petition arrears currently set forth in Movant's filed proof of claim in the amount of **\$14,826.33** (notwithstanding any Trustee disbursements already made), for total plan payments to Secured Creditor in the amount of **\$31,077.08**;

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$16,250.75** along with the pre-petition arrears currently set forth in Movant's filed proof of claim in the amount of **\$14,826.33**, for a total claim amount of **\$31,077.08**;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due June 1, 2017 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,747.25 (or as adjusted

pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 9, 2017

By: /s/ Matteo S. Weiner, Esquire  
Matteo S. Weiner, Esquire  
KML Law Group, P.C.  
Main Number: (215) 627-1322  
Attorneys for Movant

Date: 5/24/17

Maggie S. Soboleski  
Maggie S. Soboleski  
Attorney for Debtor

Approved by the Court this 21<sup>st</sup> day of June, 2017. However, the court retains discretion regarding entry of any further order,

Magdelene D. Coleman

Bankruptcy Judge  
Magdelene D. Coleman

6/15/17  
No Objection:

Magdelene D. Coleman for  
TRUSTEE  
Without prejudice to any  
trustee rights or remedies